



September 19, 2023

Mr. Barry Younkle  
1532 Castlewood Avenue  
Louisville, KY 40204

Dear Barry,

We are pleased to offer you a position with Tennessee Distilling Group as a member of our Leadership Team managing strategy and innovation. Our commitment as a company is to create a business environment that will be rewarding for each team member, deliver results that matter for our clients and allow our company to be sustainable locally, globally and financially. In joining our organization, we will strive for you to be challenged to grow personally and professionally in an atmosphere that fosters dedication, innovation and personal responsibility.

Below are the specifics of your job offer:

Effective on your first day of employment, you will be paid an annual salary of \$250,000 per year. This is an exempt position which means you are paid for your ability to perform your job.

- You will be paid every Thursday, for a total of fifty-two payments per annum.
- You will be provided a performance review after ninety (90) days. *The first ninety days is considered a probationary employment period to allow the company to assess your ability to perform the tasks of the position and you to assess our organization.* Your start date will be mutually agreed upon and is contingent on passing all pre-employment activities.
- You are invited to participate in the Tennessee Distilling Group Benefits Program. The program includes the following:
  - Medical coverage for you with 100% company payment of premium cost. Each employee is responsible for actual annual deductible costs arising from medical visitations. Enrollment eligibility is effective the first day of the month following Sixty (60) days of consecutive employment and satisfaction of any eligibility or other requirements of the group health insurance policy in effect at the time. The current policy is Cigna POS. The company reserves the right to change the policy at its discretion.
  - Ability to participate in the company medical plan for spouse and family with contribution by the employee and Tennessee Distilling Group. Tennessee Distilling Group contributes 75% of the medical premium cost.
  - Term life insurance with a face value of \$100,000.00 paid for by the company provided acceptance by the Company's provider following their review of a confidential medical application you will provide them. The company has worked with a provider to make qualification as easy as possible for all employees.
  - Six paid holidays which include New Year's Day, Memorial Day, Independence Day, Labor Day; Thanksgiving and Christmas Day.

# TENNESSEE DISTILLING LTD.

- o Tennessee Distilling Group has a consolidated, Paid Time Off (PTO) program that allows employee flexibility to manage time off based on individual lifestyle and priorities. Employees earn sixteen (16) PTO days per calendar year. PTO may be used for vacations, un-paid holidays, illnesses, and care for families, additional bereavement, personal needs, and obligations. Regular full-time employees are credited with 16 days of PTO automatically on January 1 of each year following their first full year of employment. Prior to completion of your first full year of employment with Tennessee Distilling Group, you will be credited with 2.46 hours per week. The company encourages the use of all PTO in a given year, however you may carry 5 days over to the following year.
- o All employees are encouraged to participate in the company 401(k) plan. The company will make a Matching Contribution on your behalf in an amount equal to 100% of your contribution that are not in excess of five (5%) percent of your compensation. All company contributions are vested immediately.
- o You will be provided a minimum guaranteed bonus of \$50,000 for your first year of employment in addition to a mutually agreed performance incentive plan to be developed tied to company metrics.
- o You will be provided a leased vehicle of your choice with a purchase value of up to \$70,000.
- o You will be provided 30 days temporary housing upon joining the company following of which you will be provided a furnished corporate apartment in a location mutually agreed upon for one year. Upon the one year anniversary, housing arrangements will be revisited.

As is customary at Tennessee Distilling Group, this offer is contingent upon the completion of our Pre-employment process: verification of your application materials, verification of your references and your ability to work for Tennessee Distilling Group, without restriction (which means you do not have non-compete obligations or other restrictive clause with your current or former employer; or any non-compete or other restrictions have been disclosed by you prior to your start date). Additionally, a pre-employment drug test is mandatory with a negative test result. You will be directed by Tennessee Distilling Group on a testing location.

In the event you are required to operate a Tennessee Distilling Group owned/leased vehicle, your offer is also contingent upon a review of your driving record.

Your employment is contingent upon your compliance with the U.S. immigration law. The law requires you to complete the U.S. Government Employment Eligibility Verification form (I-9), and to provide, on your first day of employment, but no later than your third day, documents that verify your identity and employment eligibility. For a list of the acceptable documents, please review page 2 of an online sample of the form at <http://www.uscis.gov/files/form/i-9.pdf>. Also, to comply with Federal law, Tennessee Distilling Group participates in E-Verify. All newly-hired employees are queried through this electronic system established by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) to verify identity and employment eligibility. By accepting this offer, you will be required to comply with this law.

Upon the start of employment, you will be provided with a copy of the Tennessee Distilling Group Employee Handbook. After time to review, you will be asked to sign our acknowledgement form stating you have reviewed the handbook. The Handbook will also



include the Company's Substance Free Workplace Policy.

You will be required to sign the Tennessee Distilling Group Non-Disclosure Agreement regarding confidential information and intellectual property. A copy of this agreement will be included in your welcome email.

We look forward to you joining Tennessee Distilling Group and we all feel strongly that you will be a wonderful addition to our team. If the terms of employment are acceptable to you, please provide electronic signature of this letter and return to me in Human Resources at [jrpayne@tndistilling.com](mailto:jrpayne@tndistilling.com). If you have questions about this offer, please contact me at any time.

Welcome, Barry! We are excited to have you as a member of our team.

Kind regards,

A handwritten signature in black ink that reads "Juleen R. Payne".

Juleen R. Payne, MAOL, PHR  
HR Manager

ACCEPTED:

A handwritten signature in black ink that reads "Barry L. Johnson".

DATE OF ACCEPTANCE:

11-3-2023